

SENATE BILL 711

N2

2lr2199
CF HB 774

By: **Senator Forehand**

Introduced and read first time: February 3, 2012

Assigned to: Judicial Proceedings

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: March 16, 2012

CHAPTER _____

1 AN ACT concerning

2 **Maryland General and Limited Power of Attorney Act**

3 FOR the purpose of ~~specifying requirements to establish the legal sufficiency of certain~~
4 ~~statutory forms for a~~ clarifying the form of document that may be used to create
5 a certain statutory form power of attorney; requiring certain coagents to act
6 together unanimously unless otherwise provided in a power of attorney;
7 providing for the designation of coagents in certain statutory forms for a power
8 of attorney; altering certain provisions in certain statutory forms for a power of
9 attorney relating to authority to make gifts to certain persons, to create or
10 change a beneficiary designation in certain retirement plans, and to nominate a
11 person for appointment as a guardian of property or a guardian of the person;
12 and generally relating to the Maryland General and Limited Power of Attorney
13 Act.

14 BY repealing and reenacting, without amendments,
15 Article – Estates and Trusts
16 Section 17–101(a) and (g)
17 Annotated Code of Maryland
18 (2011 Replacement Volume and 2011 Supplement)

19 BY repealing and reenacting, with amendments,
20 Article – Estates and Trusts
21 Section 17–108(d), 17–201, 17–202, and 17–203
22 Annotated Code of Maryland
23 (2011 Replacement Volume and 2011 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
2 MARYLAND, That the Laws of Maryland read as follows:

3 **Article – Estates and Trusts**

4 17–101.

5 (a) In this title the following words have the meanings indicated.

6 (g) (1) “Statutory form power of attorney” means a power of attorney that
7 is substantially in the same form as one of the powers of attorney set forth in Subtitle
8 2 of this title.

9 (2) “Statutory form power of attorney” does not include a power of
10 attorney set forth in Subtitle 2 of this title in which a principal incorporates by
11 reference one or more provisions of another writing into the section of the power of
12 attorney entitled “Special Instructions (Optional)”.

13 17–108.

14 (d) (1) A principal may delegate to one or more agents the authority to do
15 any act specified in the statutory forms in Subtitle 2 of this title.

16 **(2) NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, IF**
17 **A PRINCIPAL DESIGNATES ONE OR MORE COAGENTS, ALL COAGENTS SHALL ACT**
18 **TOGETHER UNANIMOUSLY UNLESS THE POWER OF ATTORNEY OTHERWISE**
19 **PROVIDES.**

20 **[(2)] (3)** The acts specified in the statutory forms may not,
21 notwithstanding paragraph (1) of this subsection, be deemed to invalidate or limit the
22 validity of other authorized acts that a principal may delegate to an agent.

23 17–201.

24 ~~(A)~~ A document substantially in one of the [following] forms **SET FORTH IN**
25 **THIS SUBTITLE AS IN EFFECT ON THE DATE THE DOCUMENT IS EXECUTED** may
26 be used to create a statutory form power of attorney that has the meaning and effect
27 prescribed by this title.

28 ~~(B) A STATUTORY FORM POWER OF ATTORNEY IS LEGALLY SUFFICIENT~~
29 ~~UNDER THIS TITLE IF:~~

30 ~~(1) THE WORDING OF THE FORM COMPLIES SUBSTANTIALLY~~
31 ~~WITH A FORM SET FORTH IN THIS SUBTITLE;~~

1 Name of Agent: _____

2 Agent's Address: _____

3 Agent's Telephone Number: _____

4 **DESIGNATION OF COAGENTS (OPTIONAL)**

5 **THIS SECTION OF THE FORM PROVIDES FOR DESIGNATION OF TWO OR MORE**
6 **COAGENTS. COAGENTS ARE REQUIRED TO ACT TOGETHER UNANIMOUSLY**
7 **UNLESS YOU OTHERWISE PROVIDE IN THIS FORM.**

8 I, _____,

9 **(NAME OF PRINCIPAL)**

10 **NAME THE FOLLOWING PERSONS AS COAGENTS:**

11 **NAME OF COAGENT:** _____

12 **COAGENT'S ADDRESS:** _____

13 **COAGENT'S TELEPHONE NUMBER:** _____

14 **NAME OF COAGENT:** _____

15 **COAGENT'S ADDRESS:** _____

16 **COAGENT'S TELEPHONE NUMBER:** _____

17 **SPECIAL INSTRUCTIONS REGARDING COAGENTS:** _____

18 _____

19 _____

20 _____

21 **Designation of Successor Agent(s) (Optional)**

22 **If my agent is unable or unwilling to act for me, I name as my successor agent:**

23 **Name of Successor Agent:** _____

24 **Successor Agent's**
25 **Address:** _____

26 **Successor Agent's**
27 **Telephone Number:** _____

1 If my successor agent is unable or unwilling to act for me, I name as my second
 2 successor agent:

3 Name of Second
 4 Successor Agent: _____

5 Second Successor
 6 Agent's Address: _____

7 Second Successor Agent's
 8 Telephone Number: _____

9 GRANT OF GENERAL AUTHORITY

10 I ("the principal") grant my agent and any successor agent, with respect to each
 11 subject listed below, the authority to do all acts that I could do to:

12 (1) Contract with another person, on terms agreeable to the agent, to
 13 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,
 14 restate, release, or modify the contract or another contract made by or on behalf of the
 15 principal;

16 (2) Execute, acknowledge, seal, deliver, file, or record any instrument
 17 or communication the agent considers desirable to accomplish a purpose of a
 18 transaction;

19 (3) Seek on the principal's behalf the assistance of a court or other
 20 governmental agency to carry out an act authorized in this power of attorney;

21 (4) Initiate, participate in, submit to alternative dispute resolution,
 22 settle, oppose, or propose or accept a compromise with respect to a claim existing in
 23 favor of or against the principal or intervene in litigation relating to the claim;

24 (5) Engage, compensate, and discharge an attorney, accountant,
 25 discretionary investment manager, expert witness, or other advisor;

26 (6) Prepare, execute, and file a record, report, or other document to
 27 safeguard or promote the principal's interest under a statute or regulation and
 28 communicate with representatives or employees of a government or governmental
 29 subdivision, agency, or instrumentality, on behalf of the principal; and

30 (7) Do lawful acts with respect to the subject and all property related
 31 to the subject.

32 [My agent's authority shall include the authority to act as stated below with regard to
 33 each of the following subjects:]

1 notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or
2 payable to the principal or the principal's order, transfer money, receive the cash or
3 other proceeds of those transactions; and apply for, receive, and use credit cards and
4 debit cards, electronic transaction authorizations, and traveler's checks from a
5 financial institution.

6 Insurance and annuities – With respect to this subject, I authorize my agent to:
7 continue, pay the premium or make a contribution on, modify, exchange, rescind,
8 release, or terminate a contract procured by or on behalf of the principal that insures
9 or provides an annuity to either the principal or another person, whether or not the
10 principal is a beneficiary under the contract; procure new, different, and additional
11 contracts of insurance and annuities for the principal and select the amount, type of
12 insurance or annuity, and mode of payment; pay the premium or make a contribution
13 on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity
14 procured by the agent; apply for and receive a loan secured by a contract of insurance
15 or annuity; surrender and receive the cash surrender value on a contract of insurance
16 or annuity; exercise an election; exercise investment powers available under a contract
17 of insurance or annuity; change the manner of paying premiums on a contract of
18 insurance or annuity; change or convert the type of insurance or annuity with respect
19 to which the principal has or claims to have authority described in this section; apply
20 for and procure a benefit or assistance under a statute or regulation to guarantee or
21 pay premiums of a contract of insurance on the life of the principal; collect, sell, assign,
22 hypothecate, borrow against, or pledge the interest of the principal in a contract of
23 insurance or annuity; select the form and timing of the payment of proceeds from a
24 contract of insurance or annuity; pay, from proceeds or otherwise, compromise or
25 contest, and apply for refunds in connection with a tax or assessment levied by a
26 taxing authority with respect to a contract of insurance or annuity or the proceeds or
27 liability from the contract of insurance or annuity accruing by reason of the tax or
28 assessment.

29 Claims and litigation – With respect to this subject, I authorize my agent to: assert
30 and maintain before a court or administrative agency a claim, claim for relief, cause of
31 action, counterclaim, offset, recoupment, or defense, including an action to recover
32 property or other thing of value, recover damages sustained by the principal, eliminate
33 or modify tax liability, or seek an injunction, specific performance, or other relief; act
34 for the principal with respect to bankruptcy or insolvency, whether voluntary or
35 involuntary, concerning the principal or some other person, or with respect to a
36 reorganization, receivership, or application for the appointment of a receiver or trustee
37 that affects an interest of the principal in property or other thing of value; pay a
38 judgment, award, or order against the principal or a settlement made in connection
39 with a claim or litigation; and receive money or other thing of value paid in settlement
40 of or as proceeds of a claim or litigation.

41 Benefits from governmental programs or civil or military service (including any
42 benefit, program, or assistance provided under a statute or regulation including Social
43 Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent
44 to: execute vouchers in the name of the principal for allowances and reimbursements

1 payable by the United States or a foreign government or by a state or subdivision of a
2 state to the principal; enroll in, apply for, select, reject, change, amend, or discontinue,
3 on the principal's behalf, a benefit or program; prepare, file, and maintain a claim of
4 the principal for a benefit or assistance, financial or otherwise, to which the principal
5 may be entitled under a statute or regulation; initiate, participate in, submit to
6 alternative dispute resolution, settle, oppose, or propose or accept a compromise with
7 respect to litigation concerning a benefit or assistance the principal may be entitled to
8 receive under a statute or regulation; and receive the financial proceeds of a claim
9 described above and conserve, invest, disburse, or use for a lawful purpose anything so
10 received.

11 Retirement plans (including a plan or account created by an employer, the principal,
12 or another individual to provide retirement benefits or deferred compensation of which
13 the principal is a participant, beneficiary, or owner, including a plan or account under
14 the following sections of the Internal Revenue Code: (1) an individual retirement
15 account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth
16 individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. §
17 408A; (3) a deemed individual retirement account under Internal Revenue Code
18 Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account
19 under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension,
20 profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue
21 Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code
22 Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan
23 under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – With respect to this
24 subject, I authorize my agent to: select the form and timing of payments under a
25 retirement plan and withdraw benefits from a plan; make a rollover, including a direct
26 trustee-to-trustee rollover, of benefits from one retirement plan to another; establish
27 a retirement plan in the principal's name; make contributions to a retirement plan;
28 exercise investment powers available under a retirement plan; borrow from, sell assets
29 to, or purchase assets from a retirement plan. **I RECOGNIZE THAT GRANTING MY
30 AGENT THE AUTHORITY TO CREATE OR CHANGE A BENEFICIARY DESIGNATION
31 FOR A RETIREMENT PLAN MAY AFFECT THE BENEFITS THAT I MAY RECEIVE IF
32 THAT AUTHORITY IS EXERCISED. IF I GRANT MY AGENT THE AUTHORITY TO
33 DESIGNATE THE AGENT, THE AGENT'S SPOUSE, OR A DEPENDENT OF THE AGENT
34 AS A BENEFICIARY OF A RETIREMENT PLAN, THE GRANT MAY CONSTITUTE A
35 TAXABLE GIFT BY ME AND MAY MAKE THE PROPERTY SUBJECT TO THAT
36 AUTHORITY TAXABLE AS A PART OF THE AGENT'S ESTATE. THEREFORE, IF I
37 WISH TO AUTHORIZE MY AGENT TO CREATE OR CHANGE A BENEFICIARY
38 DESIGNATION FOR ANY RETIREMENT PLAN, AND IN PARTICULAR IF I WISH TO
39 AUTHORIZE THE AGENT TO DESIGNATE AS MY BENEFICIARY THE AGENT, THE
40 AGENT'S SPOUSE, OR A DEPENDENT OF THE AGENT, I WILL EXPLICITLY STATE
41 THIS AUTHORITY IN THE SPECIAL INSTRUCTIONS SECTION THAT FOLLOWS OR
42 IN A SEPARATE POWER OF ATTORNEY.**

43 Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file
44 federal, state, local, and foreign income, gift, payroll, property, federal insurance

1 contributions act, and other tax returns, claims for refunds, requests for extension of
2 time, petitions regarding tax matters, and other tax-related documents, including
3 receipts, offers, waivers, consents, including consents and agreements under Internal
4 Revenue Code Section 2032(A), 26 U.S.C. § 2032(A), closing agreements, and other
5 powers of attorney required by the Internal Revenue Service or other taxing authority
6 with respect to a tax year on which the statute of limitations has not run and the
7 following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential
8 information, and contest deficiencies determined by the Internal Revenue Service or
9 other taxing authority; exercise elections available to the principal under federal,
10 state, local, or foreign tax law; and act for the principal in all tax matters for all
11 periods before the Internal Revenue Service, or other taxing authority.

12 SPECIAL INSTRUCTIONS (OPTIONAL)

13 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____

22 EFFECTIVE DATE

23 This power of attorney is effective immediately unless I have stated otherwise in the
24 Special Instructions.

25 TERMINATION DATE (OPTIONAL)

26 This power of attorney shall terminate on _____, 20____.
27 (Use a specific calendar date)

28 NOMINATION OF GUARDIAN (OPTIONAL)

29 If it becomes necessary for a court to appoint a guardian of my [estate] **PROPERTY** or
30 guardian of my person, I nominate the following person(s) for appointment:

31 Name of nominee for guardian of my property: _____

32 [() My agent (or successor agent) named above

33 or

34 _____]

35 Nominee's address: _____

36 Nominee's telephone number: _____

1 Name of nominee for guardian of my person:
2 [() My agent (or successor agent) named above

3 or]

4 _____
5 Nominee's address: _____
6 Nominee's telephone number: _____

7 SIGNATURE AND ACKNOWLEDGMENT

8 _____
9 Your Signature Date

10 _____
11 Your Name Printed

12 _____
13 _____
14 Your Address

15 _____
16 Your Telephone Number

17 STATE OF MARYLAND
18 (COUNTY) OF _____

19 This document was acknowledged before me on
20 _____
21 (Date)

22 By _____ to be his/her act.
23 (Name of Principal)

24 _____ (SEAL, IF ANY)
25 Signature of Notary
26 My commission expires: _____

27 WITNESS ATTESTATION

28 The foregoing power of attorney was, on the date written above, published and
29 declared by

30 _____
31 (Name of Principal)

1 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
2 request, and in the presence of each other, have attested to the same and have signed
3 our names as attesting witnesses.

4 _____
5 Witness #1 Signature

6 _____
7 Witness #1 Name Printed

8 _____
9 _____
10 Witness #1 Address

11 _____
12 Witness #1 Telephone Number

13 _____
14 Witness #2 Signature

15 _____
16 Witness #2 Name Printed

17 _____
18 _____
19 Witness #2 Address

20 _____
21 Witness #2 Telephone Number”

22 17–203.

23 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

24 PLEASE READ CAREFULLY

25 This power of attorney authorizes another person (your agent) to make decisions
26 concerning your property for you (the principal). You need not give to your agent all
27 the authorities listed below and may give the agent only those limited powers that you
28 specifically indicate. This power of attorney gives your agent the right to make limited
29 decisions for you. You should very carefully weigh your decision as to what powers you
30 give your agent. Your agent will be able to make decisions and act with respect to your
31 property (including your money) whether or not you are able to act for yourself.

32 If you choose to make a grant of limited authority, you should check the boxes that
33 identify the specific authorization you choose to give your agent.

34 This power of attorney does not authorize the agent to make health care decisions for
35 you.

36 You should select someone you trust to serve as your agent. Unless you specify
37 otherwise, generally the agent’s authority will continue until you die or revoke the
38 power of attorney or the agent resigns or is unable to act for you.

1 Your agent is not entitled to compensation unless you indicate otherwise in the special
 2 instructions of this power of attorney. If you indicate that your agent is to receive
 3 compensation, your agent is entitled to reasonable compensation or compensation as
 4 specified in the Special Instructions.

5 This form provides for designation of one agent. If you wish to name more than one
 6 agent you may name a coagent in the Special Instructions. Coagents are [not]
 7 required to act together **UNANIMOUSLY** unless you [include that requirement]
 8 **SPECIFY OTHERWISE** in the Special Instructions.

9 If your agent is unavailable or unwilling to act for you, your power of attorney will end
 10 unless you have named a successor agent. You may also name a second successor
 11 agent.

12 This power of attorney becomes effective immediately unless you state otherwise in
 13 the Special Instructions.

14 If you have questions about the power of attorney or the authority you are granting to
 15 your agent, you should seek legal advice before signing this form.

16 DESIGNATION OF AGENT

17 **THIS SECTION OF THE FORM PROVIDES FOR DESIGNATION OF ONE AGENT.**

18 **IF YOU WISH TO NAME COAGENTS, SKIP THIS SECTION AND USE THE NEXT**
 19 **SECTION (“DESIGNATION OF COAGENTS”).**

20 I, _____, name the following person
 21 (Name of Principal)
 22 as my agent:

23 Name of
 24 Agent: _____
 25 Agent’s
 26 Address: _____
 27 Agent’s Telephone
 28 Number: _____

29 DESIGNATION OF COAGENTS (OPTIONAL)

30 **THIS SECTION OF THE FORM PROVIDES FOR DESIGNATION OF TWO OR MORE**
 31 **COAGENTS. COAGENTS ARE REQUIRED TO ACT TOGETHER UNANIMOUSLY**
 32 **UNLESS YOU OTHERWISE PROVIDE IN THIS FORM.**

1 I, _____,
2 (NAME OF PRINCIPAL)

3 NAME THE FOLLOWING PERSONS AS COAGENTS:

4 NAME OF COAGENT: _____

5 COAGENT'S ADDRESS: _____

6 COAGENT'S TELEPHONE NUMBER: _____

7 NAME OF COAGENT: _____

8 COAGENT'S ADDRESS: _____

9 COAGENT'S TELEPHONE NUMBER: _____

10 SPECIAL INSTRUCTIONS REGARDING COAGENTS: _____

11 _____

12 _____

13 _____

14 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

15 If my agent is unable or unwilling to act for me, I name as my successor agent:

16 Name of Successor Agent: _____

17 Successor Agent's

18 Address: _____

19 Successor Agent's Telephone Number: _____

20 If my successor agent is unable or unwilling to act for me, I name as my second
21 successor agent:

22 Name of Second Successor

23 Agent: _____

24 Second Successor Agent's

25 Address: _____

26 Second Successor Agent's Telephone Number: _____

27 GRANT OF GENERAL AUTHORITY

28 I ("the principal") grant my agent and any successor agent, with respect to each
29 subject that I choose below, the authority to do all acts that I could do to:

1 () Demand, buy, lease, receive, accept as a gift or as security for an
2 extension of credit, or otherwise acquire or reject an interest in real property or a right
3 incident to real property

4 () Sell, exchange, convey with or without covenants, representations,
5 or warranties, quitclaim, release, surrender, retain title for security, encumber,
6 partition, consent to partitioning, subject to an easement or covenant, subdivide, apply
7 for zoning or other governmental permits, plat or consent to platting, develop, grant
8 an option concerning, lease, sublease, contribute to an entity in exchange for an
9 interest in that entity, or otherwise grant or dispose of an interest in real property or a
10 right incident to real property

11 () Pledge or mortgage an interest in real property or right incident to
12 real property as security to borrow money or pay, renew, or extend the time of
13 payment of a debt of the principal or a debt guaranteed by the principal, including a
14 reverse mortgage

15 () Release, assign, satisfy, or enforce by litigation or otherwise a
16 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to
17 real property that exists or is asserted

18 () Manage or conserve an interest in real property or a right incident
19 to real property owned or claimed to be owned by the principal, including:

20 (1) Insuring against liability or casualty or other loss;

21 (2) Obtaining or regaining possession of or protecting the
22 interest or right by litigation or otherwise;

23 (3) Paying, assessing, compromising, or contesting taxes or
24 assessments or applying for and receiving refunds in connection with them; and

25 (4) Purchasing supplies, hiring assistance or labor, and making
26 repairs or alterations to the real property

27 () Use, develop, alter, replace, remove, erect, or install structures or
28 other improvements on real property in or incident to which the principal has, or
29 claims to have, an interest or right

30 () Participate in a reorganization with respect to real property or an
31 entity that owns an interest in or a right incident to real property and receive, hold,
32 and act with respect to stocks and bonds or other property received in a plan of
33 reorganization, including:

34 (1) Selling or otherwise disposing of the stocks and bonds or
35 other property;

1 (2) Exercising or selling an option, a right of conversion, or a
2 similar right with respect to the stocks and bonds or other property; and

3 (3) Exercising voting rights in person or by proxy

4 () Change the form of title of an interest in or a right incident to real
5 property

6 () Dedicate to public use, with or without consideration, easements or
7 other real property in which the principal has, or claims to have, an interest

8 () All of the above

9 B. Tangible Personal Property – With respect to this subject, I authorize my
10 agent to:

11 () Demand, buy, receive, accept as a gift or as security for an
12 extension of credit, or otherwise acquire or reject ownership or possession of tangible
13 personal property or an interest in tangible personal property

14 () Sell, exchange, convey with or without covenants, representations,
15 or warranties, quitclaim, release, surrender, create a security interest in, grant
16 options concerning, lease, sublease, or otherwise dispose of tangible personal property
17 or an interest in tangible personal property

18 () Grant a security interest in tangible personal property or an
19 interest in tangible personal property as security to borrow money or pay, renew, or
20 extend the time of payment of a debt of the principal or a debt guaranteed by the
21 principal

22 () Release, assign, satisfy, or enforce by litigation or otherwise, a
23 security interest, lien, or other claim on behalf of the principal, with respect to
24 tangible personal property or an interest in tangible personal property

25 () Manage or conserve tangible personal property or an interest in
26 tangible personal property on behalf of the principal, including:

27 (1) Insuring against liability or casualty or other loss;

28 (2) Obtaining or regaining possession of or protecting the
29 property or interest, by litigation or otherwise;

30 (3) Paying, assessing, compromising, or contesting taxes or
31 assessments or applying for and receiving refunds in connection with taxes or
32 assessments;

- 1 (4) Moving the property from place to place;
- 2 (5) Storing the property for hire or on a gratuitous bailment;
- 3 and
- 4 (6) Using and making repairs, alterations, or improvements to
- 5 the property
- 6 (___) Change the form of title of an interest in tangible personal
- 7 property
- 8 (___) All of the above

9 C. Stocks and Bonds – With respect to this subject, I authorize my agent to:

- 10 (___) Buy, sell, and exchange stocks and bonds
- 11 (___) Establish, continue, modify, or terminate an account with respect
- 12 to stocks and bonds
- 13 (___) Pledge stocks and bonds as security to borrow, pay, renew, or
- 14 extend the time of payment of a debt of the principal
- 15 (___) Receive certificates and other evidences of ownership with respect
- 16 to stocks and bonds
- 17 (___) Exercise voting rights with respect to stocks and bonds in person or
- 18 by proxy, enter into voting trusts, and consent to limitations on the right to vote
- 19 (___) All of the above

20 D. Commodities – With respect to this subject, I authorize my agent to:

- 21 (___) Buy, sell, exchange, assign, settle, and exercise commodity futures
- 22 contracts and call or put options on stocks or stock indexes traded on a regulated
- 23 option exchange
- 24 (___) Establish, continue, modify, and terminate option accounts
- 25 (___) All of the above

26 E. Banks and Other Financial Institutions – With respect to this subject, I

27 authorize my agent to:

- 28 (___) Continue, modify, transact all business in connection with, and
- 29 terminate an account or other banking arrangement made by or on behalf of the
- 30 principal

1 Establish, modify, transact all business in connection with, and
2 terminate an account or other banking arrangement with a bank, trust company,
3 savings and loan association, credit union, thrift company, brokerage firm, or other
4 financial institution selected by the agent

5 Contract for services available from a financial institution,
6 including renting a safe deposit box or space in a vault

7 Deposit by check, money order, electronic funds transfer, or
8 otherwise with, or leave in the custody of, a financial institution money or property of
9 the principal

10 Withdraw, by check, money order, electronic funds transfer, or
11 otherwise, money or property of the principal deposited with or left in the custody of a
12 financial institution

13 Receive statements of account, vouchers, notices, and similar
14 documents from a financial institution and act with respect to them

15 Enter a safe deposit box or vault and withdraw or add to the
16 contents

17 Borrow money and pledge as security personal property of the
18 principal necessary to borrow money or pay, renew, or extend the time of payment of a
19 debt of the principal or a debt guaranteed by the principal

20 Make, assign, draw, endorse, discount, guarantee, and negotiate
21 promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the
22 principal or payable to the principal or the principal's order, transfer money, receive
23 the cash or other proceeds of those transactions, and accept a draft drawn by a person
24 on the principal and pay the draft when due

25 Receive for the principal and act on a sight draft, warehouse
26 receipt, other document of title whether tangible or electronic, or other negotiable or
27 nonnegotiable instrument

28 Apply for, receive, and use letters of credit, credit cards and debit
29 cards, electronic transaction authorizations, and traveler's checks from a financial
30 institution and give an indemnity or other agreement in connection with letters of
31 credit

32 Consent to an extension of the time of payment with respect to
33 commercial paper or a financial transaction with a financial institution

34 All of the above

1 F. Operation of an Entity or a Business – With respect to this subject, I
2 authorize my agent to:

3 () Operate, buy, sell, enlarge, reduce, or terminate an ownership
4 interest

5 () Perform a duty or discharge a liability and exercise in person or by
6 proxy a right, power, privilege, or an option that the principal has, may have, or claims
7 to have

8 () Enforce the terms of an ownership agreement

9 () Initiate, participate in, submit to alternative dispute resolution,
10 settle, oppose, or propose or accept a compromise with respect to litigation to which
11 the principal is a party because of an ownership interest

12 () Exercise in person or by proxy, or enforce by litigation or
13 otherwise, a right, power, privilege, or an option the principal has or claims to have as
14 the holder of stocks and bonds

15 () Initiate, participate in, submit to alternative dispute resolution,
16 settle, oppose, or propose or accept a compromise with respect to litigation to which
17 the principal is a party concerning stocks and bonds

18 () With respect to an entity or business owned solely by the principal:

19 (1) Continue, modify, renegotiate, extend, and terminate a
20 contract made by or on behalf of the principal with respect to the entity or business
21 before execution of this power of attorney;

22 (2) Determine:

23 (i) The location of the operation of the entity or business;

24 (ii) The nature and extent of the business of the entity or
25 business;

26 (iii) The methods of manufacturing, selling,
27 merchandising, financing, accounting, and advertising employed in the operation of
28 the entity or business;

29 (iv) The amount and types of insurance carried by the
30 entity or business; and

31 (v) The mode of engaging, compensating, and dealing
32 with the employees and accountants, attorneys, or other advisors of the entity or
33 business;

1 (3) Change the name or form of organization under which the
2 entity or business is operated and enter into an ownership agreement with other
3 persons to take over all or part of the operation of the entity or business; and

4 (4) Demand and receive money due or claimed by the principal
5 or on the principal's behalf in the operation of the entity or business and control and
6 disburse the money in the operation of the entity or business

7 (____) Put additional capital into an entity or a business in which the
8 principal has an interest

9 (____) Join in a plan of reorganization, consolidation, conversion,
10 domestication, or merger of the entity or business

11 (____) Sell or liquidate all or part of an entity or business

12 (____) Establish the value of an entity or a business under a buyout
13 agreement to which the principal is a party

14 (____) Prepare, sign, file, and deliver reports, compilations of information,
15 returns, or other papers with respect to an entity or business and make related
16 payments

17 (____) Pay, compromise, or contest taxes, assessments, fines, or penalties
18 and perform other acts to protect the principal from illegal or unnecessary taxation,
19 assessments, fines, or penalties, with respect to an entity or a business, including
20 attempts to recover, as permitted by law, money paid before or after the execution of
21 this power of attorney

22 (____) All of the above

23 G. Insurance and Annuities – With respect to this subject, I authorize my
24 agent to:

25 (____) Continue, pay the premium or make a contribution on, modify,
26 exchange, rescind, release, or terminate a contract procured by or on behalf of the
27 principal that insures or provides an annuity to either the principal or another person,
28 whether or not the principal is a beneficiary under the contract

29 (____) Procure new, different, and additional contracts of insurance and
30 annuities for the principal and the principal's spouse, children, and other dependents,
31 and select the amount, type of insurance or annuity, and mode of payment

32 (____) Pay the premium or make a contribution on, modify, exchange,
33 rescind, release, or terminate a contract of insurance or annuity procured by the agent

1 Apply for and receive a loan secured by a contract of insurance or
2 annuity

3 Surrender and receive the cash surrender value on a contract of
4 insurance or annuity

5 Exercise an election

6 Exercise investment powers available under a contract of
7 insurance or annuity

8 Change the manner of paying premiums on a contract of insurance
9 or annuity

10 Change or convert the type of insurance or annuity with respect to
11 which the principal has or claims to have authority described in this section

12 Apply for and procure a benefit or assistance under a statute or
13 regulation to guarantee or pay premiums of a contract of insurance on the life of the
14 principal

15 Collect, sell, assign, hypothecate, borrow against, or pledge the
16 interest of the principal in a contract of insurance or annuity

17 Select the form and timing of the payment of proceeds from a
18 contract of insurance or annuity

19 Pay, from proceeds or otherwise, compromise or contest, and apply
20 for refunds in connection with a tax or assessment levied by a taxing authority with
21 respect to a contract of insurance or annuity or the proceeds or liability from the
22 contract of insurance or annuity accruing by reason of the tax or assessment

23 All of the above

24 H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate
25 estates, guardianships, conservatorships, escrows, or custodianships or funds from
26 which the principal is, may become, or claims to be entitled to a share or payment) –
27 With respect to this subject, I authorize my agent to:

28 Accept, receive, receipt for, sell, assign, pledge, or exchange a share
29 in or payment from the fund described above

30 Demand or obtain money or another thing of value to which the
31 principal is, may become, or claims to be entitled by reason of the fund described
32 above, by litigation or otherwise

1 Exercise for the benefit of the principal a presently exercisable
2 general power of appointment held by the principal

3 Initiate, participate in, submit to alternative dispute resolution,
4 settle, oppose, or propose or accept a compromise with respect to litigation to ascertain
5 the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument
6 or transaction affecting the interest of the principal

7 Initiate, participate in, submit to alternative dispute resolution,
8 settle, oppose, or propose or accept a compromise with respect to litigation to remove,
9 substitute, or surcharge a fiduciary

10 Conserve, invest, disburse, or use anything received for an
11 authorized purpose

12 Transfer an interest of the principal in real property, stocks and
13 bonds, accounts with financial institutions or securities intermediaries, insurance,
14 annuities, and other property to the trustee of a revocable trust created by the
15 principal as settlor

16 Reject, renounce, disclaim, release, or consent to a reduction in or
17 modification of a share in or payment from the fund described above

18 All of the above

19 I. Claims and Litigation – With respect to this subject, I authorize my agent
20 to:

21 Assert and maintain before a court or administrative agency a
22 claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense,
23 including an action to recover property or other thing of value, recover damages
24 sustained by the principal, eliminate or modify tax liability, or seek an injunction,
25 specific performance, or other relief

26 Bring an action to determine adverse claims or intervene or
27 otherwise participate in litigation

28 Seek an attachment, garnishment, order of arrest, or other
29 preliminary, provisional, or intermediate relief and use an available procedure to
30 effect or satisfy a judgment, order, or decree

31 Make or accept a tender, offer of judgment, or admission of facts,
32 submit a controversy on an agreed statement of facts, consent to examination, and
33 bind the principal in litigation

34 Submit to alternative dispute resolution, settle, and propose or
35 accept a compromise

1 () Waive the issuance and service of process on the principal, accept
2 service of process, appear for the principal, designate persons on which process
3 directed to the principal may be served, execute and file or deliver stipulations on the
4 principal's behalf, verify pleadings, seek appellate review, procure and give surety and
5 indemnity bonds, contract and pay for the preparation and printing of records and
6 briefs, receive, execute, and file or deliver a consent, waiver, release, confession of
7 judgment, satisfaction of judgment, notice, agreement, or other instrument in
8 connection with the prosecution, settlement, or defense of a claim or litigation

9 () Act for the principal with respect to bankruptcy or insolvency,
10 whether voluntary or involuntary, concerning the principal or some other person, or
11 with respect to a reorganization, receivership, or application for the appointment of a
12 receiver or trustee that affects an interest of the principal in property or other thing of
13 value

14 () Pay a judgment, award, or order against the principal or a
15 settlement made in connection with a claim or litigation

16 () Receive money or other thing of value paid in settlement of or as
17 proceeds of a claim or litigation

18 () All of the above

19 J. Personal and Family Maintenance – With respect to this subject, I
20 authorize my agent to:

21 () Perform the acts necessary to maintain the customary standard of
22 living of the principal, the principal's spouse, and the following individuals, whether
23 living when this power of attorney is executed or later born:

24 (1) The principal's children;

25 (2) Other individuals legally entitled to be supported by the
26 principal; and

27 (3) The individuals whom the principal has customarily
28 supported or indicated the intent to support;

29 () Make periodic payments of child support and other family
30 maintenance required by a court or governmental agency or an agreement to which
31 the principal is a party

32 () Provide living quarters for the individuals described above by:

33 (1) Purchase, lease, or other contract; or

1 (2) Paying the operating costs, including interest, amortization
2 payments, repairs, improvements, and taxes, for premises owned by the principal or
3 occupied by those individuals

4 () Provide normal domestic help, usual vacations and travel
5 expenses, and funds for shelter, clothing, food, appropriate education, including
6 postsecondary and vocational education, and other current living costs for the
7 individuals described above

8 () Pay expenses for necessary health care and custodial care on
9 behalf of the individuals described above

10 () Act as the principal's personal representative in accordance with
11 the Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the
12 Social Security Act, 42 U.S.C. § 1320d, and applicable regulations in making decisions
13 related to the past, present, or future payment for the provision of health care
14 consented to by the principal or anyone authorized under the law of this State to
15 consent to health care on behalf of the principal

16 () Continue provisions made by the principal for automobiles or other
17 means of transportation, including registering, licensing, insuring, and replacing the
18 means of transportation, for the individuals described above

19 () Maintain credit and debit accounts for the convenience of the
20 individuals described above and open new accounts

21 () Continue payments incidental to the membership or affiliation of
22 the principal in a religious institution, club, society, order, or other organization or to
23 continue contributions to those organizations

24 (NOTE: Authority with respect to personal and family maintenance is neither
25 dependent on, nor limited by, authority that an agent may or may not have with
26 respect to gifts under this power of attorney.)

27 () All of the above

28 K. Benefits from Governmental Programs or Civil or Military Service
29 (including any benefit, program, or assistance provided under a statute or regulation
30 including Social Security, Medicare, and Medicaid) – With respect to this subject, I
31 authorize my agent to:

32 () Execute vouchers in the name of the principal for allowances and
33 reimbursements payable by the United States or a foreign government or by a state or
34 subdivision of a state to the principal, including allowances and reimbursements for
35 transportation of the individuals described in "J. Personal and Family Maintenance"
36 above, and for shipment of the household effects of those individuals

1 () Take possession and order the removal and shipment of property of
2 the principal from a post, warehouse, depot, dock, or other place of storage or
3 safekeeping, either governmental or private, and execute and deliver a release,
4 voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that
5 purpose

6 () Enroll in, apply for, select, reject, change, amend, or discontinue,
7 on the principal's behalf, a benefit or program

8 () Prepare, file, and maintain a claim of the principal for a benefit or
9 assistance, financial or otherwise, to which the principal may be entitled under a
10 statute or regulation

11 () Initiate, participate in, submit to alternative dispute resolution,
12 settle, oppose, or propose or accept a compromise with respect to litigation concerning
13 a benefit or assistance the principal may be entitled to receive under a statute or
14 regulation

15 () Receive the financial proceeds of a claim described above and
16 conserve, invest, disburse, or use for a lawful purpose anything so received

17 () All of the above

18 L. Retirement Plans (including a plan or account created by an employer,
19 the principal, or another individual to provide retirement benefits or deferred
20 compensation of which the principal is a participant, beneficiary, or owner, including a
21 plan or account under the following sections of the Internal Revenue Code:

22 (1) An individual retirement account under Internal Revenue Code
23 Section 408, 26 U.S.C. § 408;

24 (2) A Roth individual retirement account under Internal Revenue
25 Code Section 408A, 26 U.S.C. § 408A;

26 (3) A deemed individual retirement account under Internal Revenue
27 Code Section 408(q), 26 U.S.C. § 408(q);

28 (4) An annuity or mutual fund custodial account under Internal
29 Revenue Code Section 403(b), 26 U.S.C. § 403(b);

30 (5) A pension, profit-sharing, stock bonus, or other retirement plan
31 qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);

32 (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. §
33 457(b); and

1 (7) A nonqualified deferred compensation plan under Internal
2 Revenue Code Section 409A, 26 U.S.C. § 409A) – With respect to this subject, I
3 authorize my agent to:

4 () Select the form and timing of payments under a retirement plan
5 and withdraw benefits from a plan

6 () Make a rollover, including a direct trustee-to-trustee rollover, of
7 benefits from one retirement plan to another

8 () Establish a retirement plan in the principal's name

9 () Make contributions to a retirement plan

10 () Exercise investment powers available under a retirement plan

11 () Borrow from, sell assets to, or purchase assets from a retirement
12 plan

13 () All of the above

14 M. Taxes – With respect to this subject, I authorize my agent to:

15 () Prepare, sign, and file federal, state, local, and foreign income, gift,
16 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims
17 for refunds, requests for extension of time, petitions regarding tax matters, and other
18 tax-related documents, including receipts, offers, waivers, consents, including
19 consents and agreements under Internal Revenue Code Section 2032(A), 26 U.S.C. §
20 2032(A), closing agreements, and other powers of attorney required by the Internal
21 Revenue Service or other taxing authority with respect to a tax year on which the
22 statute of limitations has not run and the following 25 tax years

23 () Pay taxes due, collect refunds, post bonds, receive confidential
24 information, and contest deficiencies determined by the Internal Revenue Service or
25 other taxing authority

26 () Exercise elections available to the principal under federal, state,
27 local, or foreign tax law

28 () Act for the principal in all tax matters for all periods before the
29 Internal Revenue Service, or other taxing authority

30 () All of the above

31 N. Gifts (including gifts to a trust, an account under the Uniform Transfers
32 to Minors Act, and a tuition savings account or prepaid tuition plan as defined under

1 Internal Revenue Code Section 529, 26 U.S.C. § 529) – With respect to this subject, I
2 authorize my agent to:

3 Make outright to, or for the benefit of, a person, a gift of part or all
4 of the principal's property, including by the exercise of a presently exercisable general
5 power of appointment held by the principal, in an amount for each donee not to exceed
6 the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code
7 Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the federal gift tax
8 exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift
9 pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount for
10 each donee not to exceed twice the annual federal gift tax exclusion limit

11 Consent, pursuant to Internal Revenue Code Section 2513, 26
12 U.S.C. § 2513, to the splitting of a gift made by the principal's spouse in an amount for
13 each donee not to exceed the aggregate annual gift tax exclusions for both spouses

14 (NOTE: An agent may only make a gift of the principal's property as the agent
15 determines is consistent with the principal's objectives if actually known by the agent
16 and, if unknown, as the agent determines is consistent with the principal's best
17 interest based on all relevant factors, including:

18 (1) The value and nature of the principal's property;

19 (2) The principal's foreseeable obligations and need for maintenance;

20 (3) Minimization of taxes, including income, estate, inheritance,
21 generation-skipping transfer, and gift taxes;

22 (4) Eligibility for a benefit, a program, or assistance under a statute or
23 regulation; and

24 (5) The principal's personal history of making or joining in making
25 gifts.)

26 All of the above

27 GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

28 My agent MAY NOT do any of the following specific acts for me UNLESS I have
29 INITIALED the specific authority listed below:

30 (CAUTION: Granting any of the following will give your agent the authority to take
31 actions that could significantly reduce your property or change how your property is
32 distributed at your death. **IN ADDITION, GRANTING YOUR AGENT THE AUTHORITY
33 TO MAKE GIFTS TO, OR TO DESIGNATE AS THE BENEFICIARY OF ANY
34 RETIREMENT PLAN, THE AGENT, THE AGENT'S SPOUSE, OR A DEPENDENT OF
35 THE AGENT MAY CONSTITUTE A TAXABLE GIFT BY YOU AND MAY MAKE THE**

1 **PROPERTY SUBJECT TO THAT AUTHORITY TAXABLE AS PART OF THE AGENT’S**
2 **ESTATE. INITIAL ONLY** the specific authority you WANT to give your agent.)

3 Create an inter vivos trust, or amend, revoke, or terminate an existing
4 inter vivos trust if the trust expressly authorizes that action by the agent

5 Make a gift, subject to any special instructions in this power of attorney

6 Create or change rights of survivorship

7 Create or change a beneficiary designation, **SUBJECT TO ANY SPECIAL**
8 **INSTRUCTIONS IN THIS POWER OF ATTORNEY; AND, IF I WISH TO AUTHORIZE MY**
9 **AGENT TO DESIGNATE THE AGENT, THE AGENT’S SPOUSE, OR A DEPENDENT OF**
10 **THE AGENT AS A BENEFICIARY, I WILL EXPLICITLY STATE THIS AUTHORITY**
11 **WITHIN THE SPECIAL INSTRUCTIONS OF THIS POWER OF ATTORNEY OR IN A**
12 **SEPARATE POWER OF ATTORNEY**

13 Authorize another person to exercise the authority granted under this
14 power of attorney

15 Waive the principal’s right to be a beneficiary of a joint and survivor
16 annuity, including a survivor benefit under a retirement plan

17 Exercise fiduciary powers that the principal has authority to delegate

18 Disclaim or refuse an interest in property, including a power of
19 appointment

20 **LIMITATION ON AGENT’S AUTHORITY**

21 An agent that is not my ancestor, spouse, or descendant **MAY NOT** use my property to
22 benefit the agent or a person to whom the agent owes an obligation of support unless I
23 have included that authority in the Special Instructions.

24 **SPECIAL INSTRUCTIONS (OPTIONAL)**

25 You may give special instructions on the following lines:

26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____

1 EFFECTIVE DATE

2 This power of attorney is effective immediately unless I have stated otherwise in the
3 Special Instructions.

4 TERMINATION DATE (OPTIONAL)

5 This power of attorney shall terminate on _____, 20_____.
6 (Use a specific calendar date)

7 NOMINATION OF GUARDIAN (OPTIONAL)

8 If it becomes necessary for a court to appoint a guardian of my property or guardian of
9 my person, I nominate the following person(s) for appointment:

10 Name of Nominee for guardian of my property:

11 _____

12 Nominee's Address: _____

13 Nominee's Telephone Number: _____

14 Name of Nominee for guardian of my person:

15 _____

16 Nominee's Address: _____

17 Nominee's Telephone Number: _____

18 SIGNATURE AND ACKNOWLEDGMENT

19 _____
20 Your Signature Date

21 _____
22 Your Name Printed

23 _____

24 _____

25 Your Address

26 _____

27 Your Telephone Number

28 STATE OF MARYLAND
29 (COUNTY) OF _____

30 This document was acknowledged before me on
31 _____,
32 (Date)

33 by _____.
34 (Name of Principal)

1 _____ (Seal, if any)
 2 Signature of Notary
 3 My commission expires: _____

4 WITNESS ATTESTATION

5 The foregoing power of attorney was, on the date written above, published and
6 declared by

7 _____
 8 (Name of Principal)

9 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
 10 request, and in the presence of each other, have attested to the same and have signed
 11 our names as attesting witnesses.

12 _____
 13 Witness #1 Signature

14 _____
 15 Witness #1 Name Printed

16 _____
 17 _____
 18 Witness #1 Address

19 _____
 20 Witness #1 Telephone Number

21 _____
 22 Witness #2 Signature

23 _____
 24 Witness #2 Name Printed

25 _____
 26 _____
 27 Witness #2 Address

28 _____
 29 Witness #2 Telephone Number

30 This document prepared by:

31 _____
 32 _____

33 IMPORTANT INFORMATION FOR AGENT

34 Agent's Duties

1 When you accept the authority granted under this power of attorney, a special legal
2 relationship is created between you and the principal. This relationship imposes on
3 you legal duties that continue until you resign or the power of attorney is terminated
4 or revoked. You must:

5 (1) Do what you know the principal reasonably expects you to do with the
6 principal's property or, if you do not know the principal's expectations, act in the
7 principal's best interest;

8 (2) Act with care, competence, and diligence for the best interest of the
9 principal;

10 (3) Do nothing beyond the authority granted in this power of attorney; and

11 (4) Disclose your identity as an agent whenever you act for the principal by
12 writing or printing the name of the principal and signing your own name as "agent" in
13 the following manner:

14 _____
15 (Principal's Name) by (Your Signature) as Agent

16 Unless the Special Instructions in this power of attorney state otherwise, you must
17 also:

18 (1) Act loyally for the principal's benefit;

19 (2) Avoid conflicts that would impair your ability to act in the principal's best
20 interest;

21 (3) Keep a record of all receipts, disbursements, and transactions made on
22 behalf of the principal;

23 (4) Cooperate with any person that has authority to make health care
24 decisions for the principal to do what you know the principal reasonably expects or, if
25 you do not know the principal's expectations, to act in the principal's best interest; and

26 (5) Attempt to preserve the principal's estate plan if you know the plan and
27 preserving the plan is consistent with the principal's best interest.

28 Termination of Agent's Authority

29 You must stop acting on behalf of the principal if you learn of any event that
30 terminates this power of attorney or your authority under this power of attorney.
31 Events that terminate a power of attorney or your authority to act under a power of
32 attorney include:

33 (1) Death of the principal;

- 1 (2) The principal's revocation of the power of attorney or your authority;
- 2 (3) The occurrence of a termination event stated in the power of attorney;
- 3 (4) The purpose of the power of attorney is fully accomplished; or
- 4 (5) If you are married to the principal, a legal action is filed with a court to
5 end your marriage, or for your legal separation, unless the Special Instructions in this
6 power of attorney state that such an action will not terminate your authority.

7 Liability of Agent

8 The meaning of the authority granted to you is defined in the Maryland Power of
9 Attorney Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland
10 Power of Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the
11 authority granted, you may be liable for any damages caused by your violation.

12 If there is anything about this document or your duties that you do not understand,
13 you should seek legal advice.”

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
15 October 1, 2012.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.